

① Sept

THE  
**C A S E**  
OF

**John Greenhill,**

**SHEWETH,**




**THAT** *Clarges-Street* was a Field, Walled round for more than fifty Years; and in the Year 1711, an Act of Parliament was passed for building the said Field, to secure a Debt to the Crown, and Twenty Pounds *per Annum* to Sir *William Pulteney*, and Eighty Pounds *per Annum* to *Robert Clarges, Esq;* and was vested in *Robert Price, Esq;* one of the Barons of the *Exchequer*, *Sir Thomas Clarges, Bart.* and *Morgan Randall*, in Trust to be Sold to the best Bidder, with the Ground-Rent therein mentioned, and the Reversion of the whole Piece of Ground, and all the Premises thereon built, and to be built. The said *Greenhill* was allowed the best Bidder in *Chancery*, and the Fee was conveyed to him and his Heirs for ever, chargeable with the Payment of Twenty Pounds and Eighty Pounds *per Annum*, as above. A Fence has always been kept up ever since it was a Street at the North End thereof, and no Thorough-Fair, but by the Permission of the said *Greenhill*, which he always had an Acknowledgment for, and in particular, of one *Thomas Browne*, the first Tenant that ever inhabited the Premises built on the other Side the Fence, which Ground the said Premises stands on, was Part of a *Ducking-Pond*, and near, or altogether Twenty Feet lower, and almost perpendicular from the said Fence, before the said Premises (inhabited by the said *Browne*) were built, and *Browne* continued to pay a weekly Acknowledgment during his Stay there, which was about one Year and a Quarter, and then left it, and the Premises became empty, and no-body to pay the said weekly Acknowledgment, it being a Stable-Yard, *Greenhill* did lock and fasten it up again, which was his Right so to do, he being sole Owner thereof.

**That** the said Street was never intended for a publick Thorough-Fair, may appear by three several Leases made to *Richard Richardson*, a Builder, when the Extent of the Ground was Let to him at the  
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North End of the said Street, ~~Whereby~~ it was agreed, That in Case he, his Executors, Administrators, or Assigns, should hereafter pull or throw down, or procure to be pulled or thrown down, the Wall or Fence then up, or thereafter to be set up; that then, and from that Time, the said *Richardson*, his Executors, Administrators, and Assigns, should pay Twenty Six Pounds *per Annum*, Ground-Rent, more than what was before reserved during the Remainder of Fifty Six Years, and one Quarter of a Year.

**That** one *Walter Gibbons*, a Solicitor, that made the said three Leases, and witnessed them, is the Assignee of the said *Richardson*, and has caused the said Fence to be pulled, cut, or thrown down, and carried away, even with the Ground; and the Remainder of the said Fence stands now under Ground, at least, fifteen Feet, (if not more) and is hid with the Ground fill'd up on the other Side: The Fence is supported with strong Landtyes of Oak, at least fifteen Feet long into *Greenbill's* Ground, to secure it from giving Way, the Ground on the other Side being so very much lower than *Clarges-Street*, and is since fill'd up with many Thousand Loads of Rubbish, and *Greenbill* is Sueing the said *Gibbons*, and his Accomplices, at Common Law, for so doing; and has declared against them the last Term, and was in Hopes of bringing it to a Tryal, had he not been prevented by the Complaint of *Nathaniel Curzon*, Esq; but for what Reason, the said *Greenbill* is at a Loss to know, or which way he could give any just Offence to a Member of the House of Commons, in defending his Right to his own Freehold, and which he holds by the Act of King, Lords and Commons; and the said Fence was his own Property, and stood on his own Ground, and was paid for by him, and was standing before he made any Purchase in the said Street.

**That** the said *Greenbill* was actually obliged to keep up the said Fence in good Repair, by a Clause in the Lease to the Tenant then, and now, in Possession, before the said *Greenbill* made his Purchase, who was, and is, the first Inhabitant after the Premises was built, nay, before it was entirely finished.





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Copy of the

THE  
C A S E  
OF  
John Greenhill.

That my husband married  
last May and up to June 1872  
was  
Travelling for 3 months -

